

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rubber Stamp Management, Incorporated		06/14/2011	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Superior Labels, Inc.		
<b>Street Address:</b>	2390 Cumberland Square Drive		
<b>City:</b>	Bettendorf		
<b>State/Country:</b>	IOWA		
<b>Postal Code:</b>	52722		
<b>Entity Type:</b>	CORPORATION: IOWA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78728671	ADDICTED TO SCRAPBOOKING	
<b>Serial Number:</b>	76534154	ADDICTED TO RUBBER STAMPS	
<b>Serial Number:</b>	78565026	ADDICTED TO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(512)861-2500		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	253-857-3433x137		
<b>Email:</b>	cortney.wright@gmail.com		
<b>Correspondent Name:</b>	Cortney Wright		
<b>Address Line 1:</b>	1000 Town Center, Suite 1		
<b>Address Line 4:</b>	Browns Point, WASHINGTON 98422		
<b>NAME OF SUBMITTER:</b>	Cortney Wright		
<b>Signature:</b>	/cortneyswright/		

OP \$90.00 78728671

900199080

**TRADEMARK**  
**REEL: 004599 FRAME: 0687**

Date:

08/08/2011

**Total Attachments: 4**

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## ASSET PURCHASE / LICENSE AGREEMENT

This ASSET PURCHASE / LICENSE AGREEMENT ("Agreement") is entered into as of JUNE 14, 2011 by and between Rubber Stamp Management, Incorporated (hereinafter known as "RSM" or "Seller"), a Washington corporation and Superior Labels, Inc., (hereinafter known as "Buyer" or "Superior"), an Iowa corporation; Seller and Buyer together referred to as the "Parties".

### RECITALS

Whereas RSM has operated an internet based craft retailing business which is currently in liquidation and now desires to sell or license certain Assets,

Whereas Buyer desires to purchase or license said Assets,

Now, Therefore, the Parties agree to be bound in this Agreement according to the terms set out below:

### DEFINITIONS

**THE BUSINESS:** Throughout this Agreement, the term "The Business" shall mean the Assets being purchased and licensed unless otherwise specified.

**CLOSING DATE:** The Closing Date is defined as the date of signing by both parties of this Agreement.

**HANDMADE PRODUCTS:** The term "Handmade Products" shall refer to any product made by hand or by hand processes in small quantities. Handmade Products may or may not contain components that are machine-made. "Handmade Products" do not include products which are merely customized or personalized such as custom printed labels or custom manufactured rubber stamps.

**KNOWLEDGE OF or KNOWN TO SELLER:** "Knowledge of Seller" or "Known to Seller" means the actual knowledge or awareness of Seller and its owner and President, David Kovanen.

**LIABILITIES:** "Liabilities" means with regard to the Business, all indebtedness, losses, debts, liabilities, damages, obligations, taxes, claims, demands, orders, judgments and settlements of any kind or nature, whether known or unknown, fixed, accrued, absolute or contingent, liquidated or unliquidated, due or to become due, regardless of when asserted or incurred, including all litigation and/or arbitration costs, attorneys fees and expenses relating thereto.

**LIENS:** "Liens" means with regard to the Business, any mortgage, pledge, trust deed, assessment, security interest, lease, lien, adverse claim, levy, charge or other encumbrance of any kind, or any conditional sale Contract, with respect to any Purchased Assets.

**MARKETPLACE:** The term "Market" or "Marketplace" shall mean an exchange where third party sellers and third party buyers offer and transact for goods and services. The key differentiator of a Marketplace is that it is not for direct sales by the Market operator or its affiliates.

**ORDER:** "Order" means any writ, judgment, decree, injunction or similar order of any Governmental or Regulatory Authority (in each such case whether preliminary or final) with regard to the Business.

**SINGLE ENTITY:** The term "Single Entity" may be one or more corporations, LLC's, or other entities doing business and which are affiliated by having substantially common ownership or management.

## **AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

1. **ASSETS INCLUDED; NO ENCUMBRANCES; AS IS WITHOUT WARRANTY.**

1.1 **Assets to be free of Liens and encumbrances**

Seller shall sell, assign, grant and transfer to Buyer assets which shall be free and clear of all liens and encumbrances.

1.2 **Assets Included in Purchase**

The Assets included in Purchase (hereinafter known as "Assets") are listed on or referenced by "Schedule A" (List of Included Purchased Assets) and "Schedule B" (Domain Names), and "Schedule C" (Registered Trademarks).

1.3 **Assets Included For License**

The Assets included for License are listed on "Schedule D" (List of Included Licensed Assets).

1.4 **Assets Explicitly Excluded from the Agreement**

Assets that are explicitly excluded are listed on "Schedule E".

This transaction shall not include RSM's cash, deposits, receipts later received for sales made up to Closing, nor orders received and credit and charges and payments up to Closing.

1.5 **Assets Sold or Licensed AS IS, WHERE IS and WITH ALL DEFECTS**

The Assets of The Business are being sold or licensed "AS IS", "WHERE IS" and "WITH ALL DEFECTS." The Assets involve software and databases which may contain substantial, material defects. See "Schedule J" for a partial listing. Seller makes NO WARRANTY and NO REPRESENTATION as to any software or data. To the maximum extent permitted under law, Seller makes NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

Seller **EXPRESSLY WARNS** Buyer that software typically has defects which may be both small and substantial and that Seller's software likely have similar defects. Seller has throughout its years of business discovered defects in the software and in its databases which have sometimes been substantial and may make a significant, material impact upon The Business, its efficiency, and its economics.

No warranty or representation is provided to Buyer that the Sold or Licensed assets do not infringe upon the intellectual property of others, including but not limited to Patents and Trade Secrets. Seller only represents to Buyer that as

To Innovator Corporation:

Innovator Corporation.  
Attn: David Kovanen  
1000 Town Center, Suite 1  
Browns Point, WA 98422  
Phone: 253-925-1000  
Facsimile: 512-861-2500

Superior Labels Inc.

Superior Labels, Inc.  
Attn: Scott Lee  
2390 Cumberland Square Drive  
Bettendorf, IA 52722  
Phone: 563-391-2748  
Facsimile: 563-388-5185

AGREED:

David J. Kovanen Date: 2011-06-22  
David J. Kovanen, President, Rubber Stamp Management, Inc.

William Scott Lee Date: 6/19/11  
William Scott Lee, President, Superior Labels, Inc.

"SCHEDULE C"

List of Trademarks

The following federally registered trademarks to be assigned

1. 2,907,658 -- Addicted To Rubber Stamps®
2. 3,139,042 -- Addicted To Scrapbooking®
3. 3,132,091 -- Addicted To®

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Seller: DK, Buyer: WJL